

Software License Agreement

This Software License Agreement ("Agreement") is made and entered into as of this ____ day of _____, 201_ (the "Effective Date") by and between M & A Technology, Inc., with its principal place of business at 2045 Chenault Drive, Carrollton, Texas 75006 (hereinafter referred to as "M & A Technology") in the person of the undersigned authorized representative and _____ whose registered office is in _____ (hereinafter referred to as "Licensee"). M & A Technology and Licensee shall be collectively referred to as the parties or individually as the party.

WHEREAS M & A Technology has developed or has obtained the license of the software ("Software") which is integrated in the Equipment ("Equipment") sold by M & A Technology to Licensee under the Texas Department of Information Resources (DIR) Data Storage Contract No. DIR-TSO-2785 (the "Contract"), as detailed in the Coverage section below;

WHEREAS Licensee desires to obtain the license of the Software and related materials (e.g. documentation and manuals, etc.) for the sole purpose of using the Equipment;

WHEREAS M & A Technology and Licensee have entered into a Contract under which M & A Technology is willing to grant the license of the Software to Licensee pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

A. COVERAGE

This Agreement applies to the Software that is embedded in the Equipment under the Contract M & A Technology entered into by both Parties during the Term of this Agreement. If there are any discrepancy between the Contract and this Agreement, the Contract, and the Appendices to said Contract shall prevail.

B. VALIDITY PERIOD

This Agreement shall be effective on the last date signed by M & A Technology and Licensee and shall be valid for one (1) year. Prior to expiration of the original term, the Licensee may extend the Agreement, by written amendment for up to three (3) optional one-year terms. Either party may terminate this Agreement in accordance with Appendix A, Section 11B, to the Contract. The parties by mutual agreement may extend the term of this Agreement by up to ninety (90) calendar days.

C. LICENSE

Subject to the Licensee's fulfillment of its payment obligation under the Contract, M & A Technology grants to Licensee a non-exclusive, non-transferrable, perpetual and non-

sublicenseable license to use the Software integrated with the Equipment and related materials only for the purpose of operation of the Equipment according to its designed purpose and in line with the M & A Technology's configurations. Licensee acknowledges that any change to configurations and/or additional use of existing Software may require payment of additional fees in accordance with Appendix C to the Contract. Licensee shall have the limited right solely to execute the Software up to the quantity limit confirmed in the Contract. The term "use" means to load, execute, store or display the software as part of the configuration for the purpose of operating the Equipment. Licensee may make one copy of each licensed Software for backup. No other copies shall be made without M & A Technology's prior written consent.

Except as provided for in Appendix A to the Contract, Licensee shall not: (a) remove or modify any Software markings or any notice of proprietary rights; (b) make the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Software license Licensee has acquired); (c) timesharing, service bureau, subscription service, or rental use of the Software; (d) assign this Agreement or give or transfer the Software, technical support or other services ordered or an interest in them to another individual or entity; (e) cause or permit reverse engineering or decomposition of the Software; or (f) disclose results of any Software benchmark tests without prior notice to M & A Technology; (g) sell, translate, adapt, disassemble, or decompile the Software or any portion thereof. Software may only be used in the country where the Software is supplied.

D. THIRD PARTY SOFTWARE

Subject to Appendix A, Sections 5I, J, and K to the Contract, the Licensee acknowledges that the Software might contain Third Party Software ("Third Party Software"). Licensee shall use the Third Party Software only in its application package according to the Agreement. Licensee's right to use the Third Party Software provided by M & A Technology is further restricted in the following aspects: (a) Licensee shall not install, configure or access the Third Party Software directly but solely through the M & A Technology's application programs and the Third Party Software may not be modified by Licensee and shall solely be used in conjunction with the application programs; (b) Licensee may not access the Third Party Software directly without M & A Technology's prior written consent; (c) Licensee is not permitted to upgrade the Third Party Software as a separate component from the Software; (d) only M & A Technology may access the Third Party Software directly for purposes of providing technical assistance to Licensee.

Software or any copy of the Software is the sole and exclusive property of M & A Technology, or its licensors, and no title or ownership rights to the Software shall be transferred to Licensee by the effect of this Agreement.

Any breach of the above restrictions may be considered as an infringement of the intellectual property rights ("IPR") of M & A Technology or its licensors, therefore may cause claims of infringement from them.

E. COPYRIGHT/OWNERSHIP OF SOFTWARE

Subject to Appendix A, Section 5 to the Contract, Licensee acquires only the rights to use the

Software and does not acquire any rights express or implied, in Software or media containing Software other than those specified in this License. M & A Technology or its licensors shall at all times retain all rights, title, interest, including intellectual property rights, in the Software and media.

F. LIMITED WARRANTIES/EXCLUSIVE REMEDIES

M & A Technology warrants that for one (1) year from the date of delivery to Licensee, the Software will substantially operate as described in the applicable documentation. M & A Technology does not warrant: (a) Software will meet Licensee's requirements; (b) Software will operate in combinations that Licensee selects for use; (c) operation of Software will be uninterrupted or error-free; or (d) all program errors will be corrected. To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, or manufacturer's warranties. Nothing herein will limit M & A Technology's obligations to indemnify for infringement.

G. LIMITATION OF LIABILITY

Limitations on Liability shall be as stated in Appendix A, Section 10K to the Contract.

H. AUDIT

Licensee agrees that M & A Technology may, upon Forty-five (45) days written notice, audit Licensee's use of the Software and may disclose results of such audit to its applicable licensors of the Third Party Software. M & A Technology may appoint a third party to act on M & A Technology's behalf in the audit. Licensee agrees to cooperate with M & A Technology's audit and provides reasonable assistance and access to information including but not limited to relevant books, records, agreements, servers, technical personnel, and order reporting system. Licensee agrees to pay within 30 days of written notification any undisputed fees determined by the audit for Software in excess of the license rights and fees already paid by Licensee. If Licensee fails to pay or cure its breach, M & A Technology shall have the right to terminate this Agreement in accordance with Appendix A, Section 11B to the Contract. M & A Technology shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Licensee while conducting the audit, in accordance with the instructions of the Licensee. M & A shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If M & A Technology, its appointed third party and/or Order Fulfiller fails to comply with Licensee's security requirements, then Licensee may immediately terminate its Purchase Order and related Service Agreement.

I. RESTRICTED RIGHTS

Licensee agrees to comply with American export control laws and any applicable export control laws and other applicable export and import laws that govern Licensee's use of the Software, including technical data. Licensee agrees that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or

biological M & A Technology weapons proliferation.

J. DISCONTINUE USE UPON TERMINATION

Licensee agrees to discontinue use of the Software and destroy or return to M & A Technology all copies of the Software and documentation at the termination or expiration of this Agreement.

K. CONFIDENTIALITY

Licensee agrees that the Software and any information, technical data or know-how which is furnished to the Licensee by the M & A Technology in connection with this Agreement will be maintained by the Licensee in strictest confidence and not disclosed to any third party without the express prior written consent of M & A Technology, provided, however, that the foregoing shall not apply to information that is: (a) rightfully received by Licensee from a third party without an obligation of confidentiality; (b) independently developed by Licensee (provided that Licensee shall not be released from its obligation to maintain the confidentiality of M & A Technology's information for so long as such independently developed information is maintained in confidence by Licensee); (c) publicly disclosed by M & A Technology; (d) rightfully received by Licensee from a third party; (e) approved for release by written agreement with M & A Technology; or (f) disclosed by Licensee pursuant to the requirement or request of a governmental agency or third party to the extent such disclosure is required by applicable law, regulation or court order.

Confidential information (which includes the Software and any and all written documentation associated with the Software) will not be used by the Licensee except pursuant to the license granted herein. Upon request of M & A Technology, Licensee will provide a letter of assurance, signed by an official of Licensee, affirming that the Licensee is in compliance with its obligations under this Agreement.

Notwithstanding any other promises, commitment or undertakings herein or otherwise entered into between both Parties, M & A Technology shall be allowed to disclose the terms and conditions of this Agreement, and the licensed quantity, to the suppliers of the Third Party Software, through a lawful agreement between the M & A Technology and such owners, without breaching the confidentiality obligations herein or elsewhere.

L. ETHICAL BUSINESS PRACTICES

Licensee acknowledges and agrees that Licensee and its owners, directors, employees or agents have not, and will not, make or promise to make payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, for the purpose of obtaining or retaining business or securing any improper advantage, or to any other person or entity if such payment would violate applicable laws or treaties of the country in which made. Licensee agrees to comply with the terms of the M & A Technology Business Conduct Guidelines, which is available upon request. The obligations under this section shall survive the termination or expiration of this Agreement.

M. GENERAL

- (a) Notice. Written notices hereunder are deemed to be given when received if such notices are telexed, faxed or mailed first class mail, postage prepaid, to the addresses of the Parties set forth in the preamble hereof, or to such other individual and/or address as a party may specify by proper notice.
- (b) Binding Effect. This Agreement shall be effective and binding upon signature and shall inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, executors, personal representatives, and permitted successors and assigns. Except as provided for in Appendix A, Section 4D to the Contract, neither party may assign its rights or delegate its duties hereunder to any third party, nor shall any attempt by any party to assign or delegate any rights, duties or obligations hereunder to any third party be void.
- (c) Entire Agreement and Amendment. DIR Contract No. DIR-TSO-2785, Appendices A, B & C to said Contract and this Agreement contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements relating thereto, whether written or oral, between the Parties. Amendments to this Agreement must be in writing, signed by duly authorized officers of the Parties in accordance with Appendix A, Section 4B to the Contract. Except as provided herein, the Parties agree that the terms and conditions of the Contract, Appendices A, B & C and this Agreement shall prevail, notwithstanding contrary or additional terms in any purchase order, sales acknowledgment, confirmation or any other document issued by either party. All preprinted terms on such documents shall not have any effect on any party to his Agreement, unless expressly agreed to by both Parties.
- (d) Force Majeure. Force Majeure shall be as stated in Appendix A, Section 11C to the Contract.
- (e) Applicable Law and Dispute Resolution. Applicable Law and Dispute Resolution shall be as stated in Appendix A, Sections 4F and 11A to the Contract.
- (f) Severability. The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- (g) Survival. Survival shall be as stated in Appendix A, Section 4E to the Contract.

IN WITNESS WHEREOF THE PARTIES HEREBY SIGN THIS AGREEMENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE.

M & A Technology, Inc.

XXX (Licensee Legal Entity)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____